

1. About this Agreement

- 1.1 This agreement is made between the Client (“you”) and the Venue Host named in the confirmation email received by each party on confirmation of the booking (“Confirmation Email”) in relation to the space as detailed in the Confirmation Email (“the Space”). The Venue Host is the owner of the Space or the person who is duly authorised to arrange the hire of the Space. This agreement, together with the terms set out in the Confirmation Email, sets out the terms and conditions which apply between you and the Venue Host relating to your hire of the Space.
- 1.2 These terms, together with the Confirmation Email and the House Rules for the Space (which are incorporated into these terms and which will be binding on you) will constitute the agreement (“Agreement”) for the hire of the Space.
- 1.3 Sharesy Ltd (“Sharesy”), which operates the Sharesy website, apps and platform (“Platform”) is the Venue Host’s agent for the purpose of forming this agreement with you (and for no other purpose) but is not the Venue Host. Please note that this agreement is between you and the Venue Host (for details of the terms which apply between you and Sharesy, please refer to our Terms of Business which can be found on our homepage).
- 1.4 This agreement grants you a licence to occupy the Space during the agreed period as set out in the Confirmation Email (“Hire Period”). You are not a tenant of the property at which the Space is situated (“Property”) and you have not been granted exclusive possession of the Space or any part of the Property. You are hiring the Space under a licence of occupation.

2. Booking and Cancellation

- 2.1 You can make a booking through the Platform at any time (“Booking”). Sharesy will confirm the Booking by sending you and the Venue Host a confirmation email (“Confirmation Email”). Please note that when our Confirmation Email is issued a binding agreement for hire of the Venue will be in existence between you and the Venue Host.

2.2 If you have made a Booking more than six weeks in advance of the hire period, the following cancellation policy will apply (unless another policy is specified in the listing for the Space):

Cancellation Date	Refund
More than six weeks in advance of the hire period	Full refund
Up to 7 days in advance of the hire period	50% refund
Less than 7 days in advance of the hire period	No refund

2.3 If you have made a Booking less than six weeks in advance of the hire period, the following cancellation policy will apply (unless another policy is specified in the listing for the Space):

Cancellation Date	Refund
Within 48 hours of making the Booking	Full refund
Up to 7 days in advance of the hire period	50% refund
Less than 7 days in advance of the hire period hire period	No refund

2.4 A Booking can be rescheduled at no cost up to two weeks before the start of a hire period, or for a fee of £25 less than two weeks in advance of the start of a hire period.

- 2.5 The Venue Host is entitled to cancel a booking with no ongoing obligations to you within **24 hours** of the Confirmation Email being sent. Otherwise, the Venue Host is not entitled to cancel a booking once a Booking Confirmation has been sent. However there may be circumstances beyond the reasonable control of the Venue Host or emergencies in which the Space is unavailable for all or part of a Hire Period and in those exceptional circumstances the Venue Host will use all reasonable efforts to arrange (through Sharesy) for a suitable alternative space to be made available during the Hire Period (which will, if possible, be of comparable quality and character). If an alternative hosted space is available then your contract with the Venue Host may be terminated and Sharesy will arrange for a new agreement to be entered into with a new Venue Host.
- 2.6 In the event that the Space becomes unavailable during the Hire Period and in the event that you do not accept any suitable alternative space which is offered to you then you are entitled to cancel the booking and any pre-payment you have made will be refunded to you, but neither the Venue Host or Sharesy will be liable to you for any further amounts in respect of the cancellation of the booking.

3. Fees and Charges

- 3.1 By accepting these terms you agree to pay the Hire Fees as set out in the Confirmation Email without deduction you also agree to discharge the cost of any damage to the Space, the contents of the Space or any part of the Property.
- 3.2 The Confirmation Email will specify whether the Hire Fees are exclusive or inclusive of VAT.
- 3.3 If specified in the Confirmation Email, you will be required to pay a security deposit to Sharesy or allow Sharesy to pre-authorise or deduct an amount from a credit or debit card by way of security deposit. Sharesy will be entitled to make deductions from the amount paid or from such credit or debit card in the event of any damage to the Space, the contents of the Space or any part of the Property. Sharesy will notify you in advance of making any deductions from your security deposit and will, when possible, provide you with photographic or other documentary evidence of the damage.

3.4 Each party agrees that Sharesy will collect the Hire Fees from you on behalf of the Venue Host and will pay the applicable Hire Fees to the Venue Host (after deducting its commission).

4. Check-Out

4.1 The Hire Period will come to an end at the time stated in the Confirmation Email. Unless you have agreed to extend the Hire Period with the Venue Host via the Platform you will not be entitled to occupy the Space at any time after the end of the Hire Period stated in the Confirmation Email.

4.2 If you overstay by more than 30 minutes then the Venue Host reserves the right to enter the Space, remove your belongings and take such further action as may be necessary. You will also be liable for an additional fee of **£250** for any period of unauthorised overstaying which occurs. If you overstay in the Space for any period, you will be charged at the applicable rate agreed between you and the Venue Host Venue Host in the Confirmation Email.

5. Safety and Conduct

5.1 You have primary responsibility for your own safety during your occupation of the Space during the Hire Period. You must read any fire, health & safety and food handling and hygiene guidance which is provided to you and you must listen to any instructions or explanations which are provided by the Venue Host when showing you around the Space (if applicable).

5.2 If you become aware of anything during your stay which you believe is a health and safety or fire risk you must inform the Venue Host and Sharesy immediately.

5.3 You must comply with the House Rules set out in the Confirmation Email and any other reasonable directions given by the Venue Host prior to or during the Hire Period.

5.4 You may not allow any business other than the business named in the Confirmation Email to occupy or use the Space at any time during the Hire Period unless such occupation or use has been agreed with the Venue Host. This agreement is personal to you and may not be transferred to any other business or individual.

- 5.5 The House Rules may specify the maximum permitted number of people from your business who are authorised to use the Space at any one time during the Hire Period. If you allow more than the maximum number of people to use the Space you will be liable to pay the charges set out in the Confirmation Email.
- 5.6 In addition to complying with the House Rules, these Terms and all reasonable directions you also agree that you will:
- 5.6.1 keep the Space clean, tidy and clear of rubbish and leave the Space in the same condition as you find it;
 - 5.6.2 not to obstruct or leave any objects or waste in any common parts of the Space or any part of the Property;
 - 5.6.3 not leave any obstruction outside of the Space or the Property;
 - 5.6.4 notify the Venue Host and Sharesy of any damage to the Space during the Hire Period as soon as it occurs;
 - 5.6.5 not do or permit to be done on the Space anything which is or which may be or become a nuisance, (whether actionable or not) damage, annoyance, inconvenience or disturbance to the Venue Host , to any other occupiers of the Space or to the owner or occupier of neighbouring property;
 - 5.6.6 not do anything that will or might constitute a breach of any consents in relation to the Space or the Property, or which will or might be in breach in whole or in part any insurance effected in respect of the Space from time to time;
 - 5.6.7 not conduct any illegal or immoral activity from the Space;
 - 5.6.8 not conduct any business or commercial activity from the Space other than the business or commercial activity agreed in the Confirmation Email;
 - 5.6.9 not use the Space for any purpose other than the purpose outlined in the Confirmation Email;
 - 5.6.10 not keep or take any pets or animals into the Space;
 - 5.6.11 not make any alteration or addition whatsoever to the Space or its contents;
or

- 5.6.12 not invade the privacy of the Venue Host or to publish or reveal anything which might allow a third party to identify the address or location of the Space or the identity of the Venue Host (even if such information is already in the public domain).
- 5.7 You acknowledge that the Space is the property of the Venue Host and you agree not to access any areas of the Space to which access has been prohibited.
- 5.8 You hereby indemnify the Venue Host in respect of any costs, claims, liabilities or expenses suffered or incurred by the Venue Host (or their agents) in respect of any breach of this clause 5. In the event of breach your account with Sharesy may be terminated in accordance with the Terms of Business.

6. Damage to the Space

- 6.1 You must notify the Venue Host and Sharesy as soon as reasonably possible of any damage to the Space, contents, fixtures or fittings which occurs during the Hire Period, even if you regard the damage as fair wear and tear or if you do not believe the damage is your fault.
- 6.2 If you do not notify the Venue Host Venue Host or Sharesy of any such damage you will be fully liable for such damage on a full replacement basis.
- 6.3 Any deductions for property damage may be taken from the security deposit you have paid.

7. Liability and Claims

- 7.1 Any claims made by you under this agreement must be made directly to the Venue Host.
- 7.2 The Venue Host will not be liable to you for any business, financial or economic loss or for any consequential or indirect losses such as lost reputation, lost bargain, lost profit, loss of anticipated savings or lost opportunity arising as a result of this agreement or the hire of the Space (whether such loss arises as a result of the Venue Host's negligence or otherwise).
- 7.3 The Venue Host's liability for all losses (with the exception of personal injury or death arising as a result of negligence) will be limited to the cost of obtaining

a replacement space for the agreed Hire Period or the amount of the Hire Fees and any other charges paid by you under this agreement, whichever is the higher amount.

- 7.4 Nothing in this clause limits or excludes the liability of the Venue Host for death or personal injury arising as a result of their negligence or the negligence of their agents or employees.

8. General

- 8.1 You agree that you have the power to enter into this agreement.
- 8.2 You will not be entitled to withhold by way of set-off, deduction, counterclaim any amounts which you owe to the Venue Host against any amounts that may be owed to you.
- 8.3 The Venue Host will be entitled to assign or sub-contract their obligations under this Agreement.
- 8.4 The Venue Host will not be liable to you or be deemed to be in breach of these terms by reason of any delay in performing, or any failure to perform, any of their obligations, if the delay or failure was due to any cause beyond their reasonable control such as severe weather, subsidence, power or other utility cut-off, burglary, natural disaster, strikes, governmental action, terrorism, war and civil unrest.
- 8.5 Save in the case of fraud these terms, along with the terms agreed in the Confirmation Email, represent the entire agreement between the parties and supersede any previous marketing information, representations or agreements whether recorded in writing or otherwise.
- 8.6 If any provision of this agreement is, or is found to be, illegal, invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall not be affected by such illegality, invalidity or unenforceability.
- 8.7 These conditions are governed by and construed in accordance with the laws of England and Wales. You agree to submit to the exclusive jurisdiction of the English courts.

8.8 If you breach these terms and conditions and the Venue Host decides to take no action or neglects to do so, then the Venue Host will still be entitled to take action and enforce their rights and remedies for any other breach.